- 1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the Note and Security Agreement dated December 30, 1993, in the original amount of \$155,000.00 (the "Note"), secured by a Assignment of Lease dated December 30, 1988 (the "Assignment") conveying to HARRIS TRUST AND SAVINGS BANK all right, title and interest of the Assignor in, under or pursuant to that certain Indenture of Proprietary Lease dated October 10, 1944 executed by and between 1448 Lake Shore Drive Building Corporation (the "Lessot") and Edward D. McDougal and Katherine B. McDougal and recorded in the Office of the Cook County Recorder, including all amendments and supplements to and renewals thereof (hereinafter referred to collectively as the "Lease") and Pledge of 219 Shares of Capital Stock in 1448 Lake Shore Drive Building Corporation.
  - 2. The amount remaining unpaid on the Note is \$30,000.00
- 3. Said remaining indebtedness shall be paid on or before June 30, 1995 (the "extended maturity date") and the Borrower in consideration of such extension promises and agrees to pay the entire indebtedness secured by said Assignment as and when therein provided, as hereby extended, and to pay interest thereon until maturity as hereby extended at the rate provided in said Not...
- 4. If any part of said indebt dness or interest thereon be not paid at the extended maturity date, or if default in the performance of any other covenant of the Borrower shall occur under the Assignment, or it vay other default shall occur under the Note or Assignment, the entire principal surp secured by said Assignment, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of the Note, become and be due and payable, in the same manner as if said extension had not been granted.
- 5. This agreement is supplementary to said Assignment. All the provisions thereof and of the Note, including the right to declare principal and accrued interest due for any cause specified in said Assignment or Note, shall remain in full force and effect except as herein expressly modified, it being the express intent of the parties that the indebtedness heretofore described is not discharged but merely extended pursuant to the terms of this agreement. The provisions of this agreement shall inure to the carefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Borrower. If the Borrower consists of two or more persons, their liability hereunder shall be joint and several.

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COOK COUNTY RECORDER

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this agreement the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

By: Saird Hamens

ATTEST:

By: Michael Olivenike Its: Uset Dies President BORROWER:

David H. Nelson

Mary Jane Nelson

 $23^{c^{\circ}}$ 

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RECORDER

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STATE OF cook	) ) SS )
COUNTY OF JULINO'S	

a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT DAVID HARLSON, TOWNEY JAM PERSONALLY Personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 30 day of 50. 1993.

Milda M. Tallat Kelps Notary Public

STATE OF ILLINOIS ) SS COUNTY OF COOK ) "OFFICIAL SEAL"
Milda M. Taliat-Kelpsa
Notary Public, State of Illinois
My Commission Expires 6/27/95

I, Milda M. Tallat-Kelp st., a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY (FAT David J. Varnerin Vice President of HARRIS TRUST AND SAVINGS BANK and a chael Obremski Assistant Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own tree and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged that, as custodian on the corporate seal of said Corporation, she/he did affix said corporate seal to said instrument as her/his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 32 day of 250, 1993.

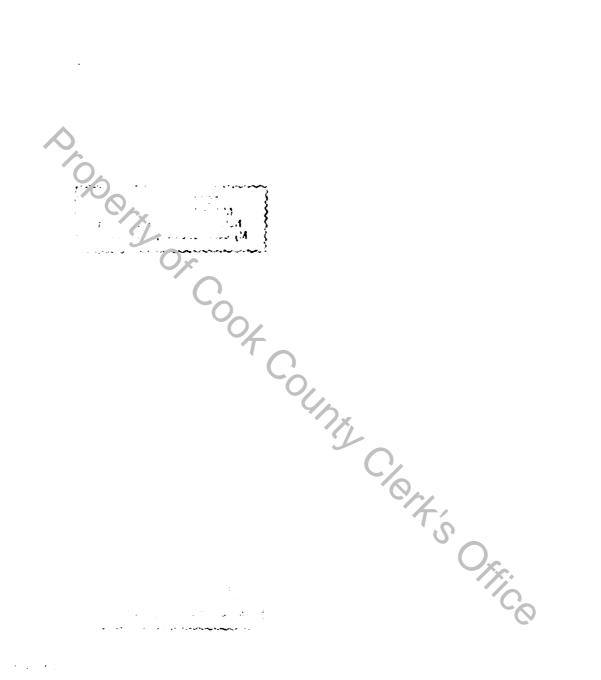
Notary Public

"OFFICIAL SEAL"
Milda f.f. Tellat-Kelpsa
Notary Public, State of himois
My Commission Expires 6/27/95

This instrument prepared by: Celia Kort, Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, IL 60603

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